ETS Title II Services

Website User's Guide

For

Texas Educator Preparation Programs

==Updated for 2011/12 Reporting==

Version 3.0
Last Updated 11/16/2012

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1   Introduction to Title II Reporting

This manual provides instruction and guidance for Texas Education Preparation Programs (EPPs) to review the status of the students matched to their scores that will be used by ETS to prepare and make available pass rate reports to satisfy Section III of the Institutional and Program Report Card on the Quality of Teacher Preparation (IHE Report Card).

Sections 205 through 208 of Title II of the *Higher Education Act (HEA),* as amended in 2008, (PL 110-315) call for accountability for programs that prepare teachers. Section 205 of Title II requires reports from each IHE that conducts a traditional teacher preparation program or an alternative route to state certification or licensure program and that enrolls students receiving federal assistance under *HEA* (e.g., Title IV). In addition, states must be able to report on alternative routes to teacher certification or licensure that are operated by entities that are not institutions of higher education, referred to as AROs. The law can be accessed at http://www2.ed.gov/policy/highered/leg/hea08/index.html.

A teacher preparation program is a state-approved course of study, the completion of which signifies that an enrollee has met all the state's educational and/or training requirements for initial certification or licensure to teach in the state's elementary, middle, or secondary schools. A teacher preparation program may be either a traditional program or an alternative route to certification program, as defined by the state. Also, it may be within or outside an institution of higher education. For the purposes of Title II reporting, all traditional teacher preparation programs at a single institution of higher education are considered to be a single program.

The law requires EPPs to submit timely and accurate reports or risk a fine of up to $27,500.

Teacher preparation programs, both traditional and alternative, report to their states, which report to the U.S. Department of Education. Since 2001, the Office of Postsecondary Education at the U.S. Department of Education has collected data from states on teacher preparation programs and their students, as well as states' assessment and licensing of teacher candidates. State certification requirements and policy-related information have also been collected.

While annual Title II reporting is required by law, the mechanisms IHEs use to report are determined by the state. ETS, as primary test vendor in your state, provides the service of collecting data and preparing pass rate reports for your state's department of education to satisfy the requirements of **Section V of the Title II State Report Card on the Quality of Teacher Preparation.**

ETS has developed an online application to collect your student data and match it to each student's test scores. The reauthorized law requires one report to be submitted by each state containing the combined pass rates of all teacher licensure tests offered in the state. ETS's data collection application was designed with the capability to add the tests and results of secondary vendors where applicable.

Section III of the IHE Report Card requires information on the performance of the students in your teacher preparation program on each teacher certification/licensure assessment used by your state. ETS will provide you with a user-friendly formatted report that you can download for your records. We will also submit the

report in the format required for upload by Westat, the research organization contracted by the U.S. Department of Education to oversee the Title II process.

In cases where a student has taken a given assessment more than once, the highest score on that test will be used. There must be at least 10 students in each category taking the same assessment in an academic year for data on that assessment to be reported; for summary data, there must also be at least 10 students (although not necessarily taking the same assessment) for data to be reported. In cases where there are less than 10 students taking the same assessment and the assessment pass rate is not reported, those students must be included in the summary data.

Your institution or organization is not required by Title II to publish summary pass rates. Please retain the individual assessment data for each student that will allow you to verify these summary pass rates. This information is requested for validation purposes

Enrolled students are those students admitted to the teacher preparation program who have not yet completed the program.

In the case of a teacher preparation program with fewer than 10 scores reported on any single initial teacher certification or licensure assessment during an academic year, the program shall collect and publish information with respect to an average pass rate and scaled score on each state certification or licensure assessment taken over a three-year period.

2   Reporting Timeline –

2012

11/14 – 11/21   EPPs perform STUDENT review (TEA will accept changes through 11/25)

11/26-11/28   TEA to add students identified by EPPs as missing

12/12   ETS loads scores to student records

12/13 – 12/19   EPPs review matches to scores and submit change requests to TEA

12/20 - 12/22   TEA makes data changes as necessary

2013

1/4   Student data is final

2/28   Draft Reports Ready for Review (Resolution Period)

3   New User Account Creation -

To access the ETS Title II website go to https://tlcs.ets.org.

All individuals accessing the ETS Title II web application for the first time must create a new user account. From the ETS Client Services for Educator Licensure homepage, select the Create Account button under New User:

Figure 1 - Create New User Account

To create an account, fill in the information requested on the **ETS® Client Services for Educator Licensure Account** screen. Be sure to fill in all required fields noted with a red asterisk *.

Type of Account: There are two types of user accounts:

a) State or National Agency – user has the ability to enter/edit tests, enter/edit/accept licenses, activate/deactivate/add new institutions, enter/upload student information on behalf of an institution, monitor institution activity, view student data entered by institutions, view match results, and download all institution reports within their state.

b) Institution or Organization – user has the ability to enter/upload student information for both traditional and alternate route within their institution, view and edit their student data and match results, and download reports.

A new user will need to indicate whether they are the primary or secondary user for their institution.

A Primary User is the person at your institution who has the responsibility for federal reporting; it is usually the Dean of Education, Interim Dean, or Department Chair. It is the person that your state department of education will contact with questions or issues about the reporting for your institution. The primary user will oversee all secondary user accounts; he will be responsible for approving such accounts and removing them from the application when the secondary user is no longer employed by the institution or changes roles and no longer works on Title II reporting. The

role and responsibilities of the primary user is important in order to maintain the security of your students' personal identifying information contained within the application. The primary user does not necessarily have to perform Title II reporting tasks. Each institution must have a primary user account registered with ETS in order for secondary users to have access to the application. A primary user account will be approved by an ETS administrator. When a primary user plans to leave the institution or changes roles, he must contact ETS by email at TLCllientServices@ets.org in order to have his account removed. He must also provide the new primary user's name and email. The ETS administrator will remove the primary user account from the application and notify the new primary user to create his new account. Please note that secondary users will not have access to the site if the institution does not have an active primary user account.

A Secondary User is the person who will handle the tasks of student data review, export, change requests, etc., for the institution. Each institution may have up to three secondary users. The secondary user account will be approved by the primary user. Secondary user accounts are not required; it is likely that in smaller institutions the primary user will be responsible for the data review and reconciliation.

Figure 2- Create an Account

Institution or Organization Account Type will need to select either Primary or Secondary Administrative Role. See definitions of these roles above.

Select Title II Reporting Services. (ETS® Data Manager for *The Praxis Series*™ Tests is not currently available for Texas EPPs)

3.1   Confirm Account Information

After choosing **Continue** on the **Create a Title II Account** screen, a confirmation screen will appear allowing you the opportunity to review your information. To edit the information, choose **Edit Information**. If no changes are necessary, choose **Continue**.

Figure 3–Confirm Account Information

3.2   Choose User Name and Password

You will be asked to create a **User Name and Password**.

The User Name must be between 6 and 16 characters (letters and/or numbers only).

The password must:

1. Not be one of the 5 previous passwords used in this application
2. Not contain more than two consecutive characters from the user's account name (user name) or parts of the user's full name
3. Be at least eight characters in length
4. Contain characters from three of the following four categories:
    a. Uppercase letters (A through Z)
    b. Lowercase letters (a through z)
    c. Numbers (0 through 9)
    d. Non-alphabetic characters (for example,!, $, #, %)

Re-enter your password and choose a security question and answer. Then choose **Continue (**Figure 4**)**.

Figure 4–User Name and Password

The password you create will expire in one year from the date you created it; you will be prompted to create a new password at that time.

3.3   Institution/Agency Agreements

All users must agree to abide by the terms listed in the Terms and Conditions for use of TLSC Services in order to create an account on the Title II system. Please read the terms of the Agreement that will be presented to you in the web application and check the box to indicate "I understand and agree to the agreement above" then click Submit.

After agreeing to the terms, you will be advised that your **Title II Account Has been Requested**:

Figure 5–Account Requested
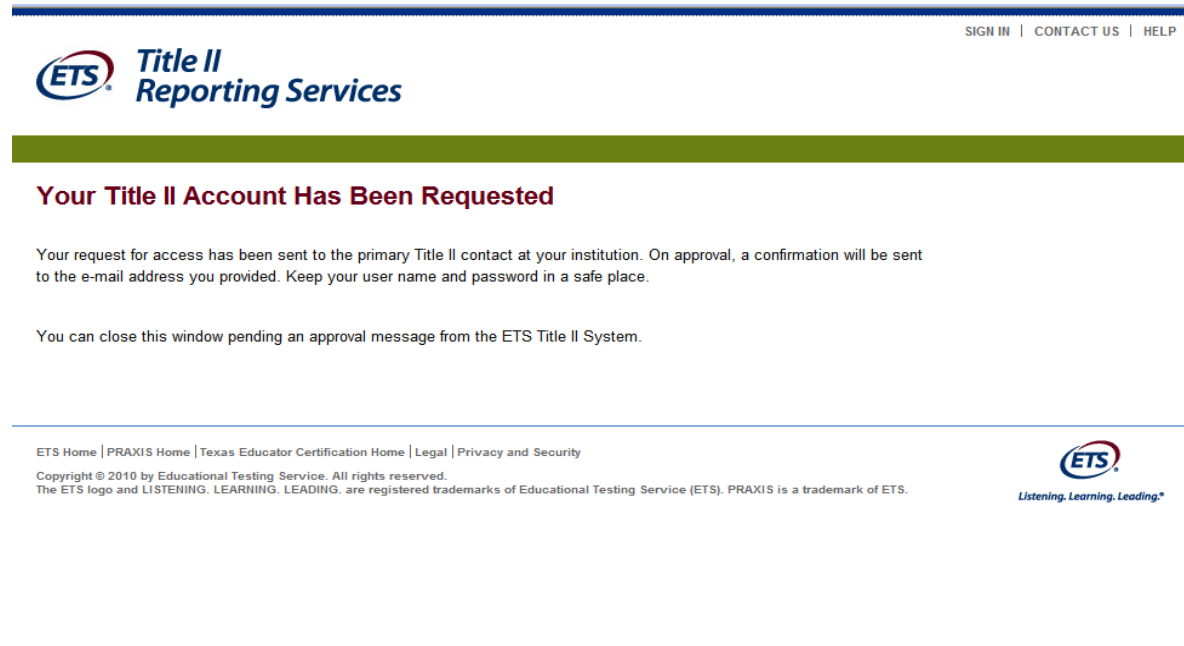
You will not gain immediate access to the application. If you have requested a primary user account, it must first be approved by an ETS administrator who will receive automatic notification of your account creation. If you are a secondary user, an email will be sent to your primary user advising that you have created an account that requires his approval. When your school's primary user has approved your account, you will receive confirmation at the email address you provided. Keep your User Name and Password in a safe place.

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Sample email received by Primary User when Secondary User creates a new account:

A secondary Title II account has been requested for your institution.

George Bush has requested a Title II account. Please go to your home page, and select Approve/Reject Accounts to view and approve or reject this and any other outstanding account requests.

To access your account, visit https://tlcs.ets.org.

Sincerely,

Title II Services

If you have any questions, please contact Title II Services.

Email: title2@ets.org

Be sure to add @ets.org to your address book or safe sender list to ensure that you receive email messages from ETS.

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<mark>**Sample email received by Secondary User when Primary User approves a new account request:**</mark>

Thank you for creating your Title II account. Your account has been approved by your institution's primary Title II user.

Keep your User Name and Password in a secure place. For security reasons your security answer and password will not be sent by Email.

You have selected the following User Name: [username]

To access your account, visit https://tlcs.ets.org.

Sincerely,

Title II Services

If you did not create an account, or if you have any questions, please contact Title II Services.

*Email: **title2@ets.org***

Be sure to add @ets.org to your address book or safe sender list to ensure that you receive email messages from ETS.

4   Returning User Login

Once you receive your confirmation email that your account has been approved, you can return to the Title II website and login as a **Returning User (**Figure 6**).** Enter your **User Name** and **Password** and choose `Sign In`. You will be taken to the **Title II Home** page.

Figure 6–Returning User Sign In

5   Title II Home Page – Primary User

The options available on the **Title II Home** page for a primary user (Figure 7) include functionality to approve and manage secondary users from their institution in addition to all the functionality of a secondary user. **A primary user account must be established prior to any Secondary User accounts for each institution.**

This section of the manual provides a brief explanation of the administrative options and links available on the Home page and other pages throughout the site. Important updates from ETS will be displayed below the Title II Home heading. Be sure to check for new messages and important dates in this section when you log in.

Figure 7–Home page - Primary User

6   Title II Home Page – Secondary User

The options available on the **Title II Home** page for a secondary user (Figure 8) include:

- Entering individual student data
- Uploading student data via spreadsheet (with no minimum requirement)
- Viewing the students that have been entered
- Verifying matches of students to their scores
- Viewing teacher certification tests and licenses used by your state

Figure 8–Home Page–Secondary Users

7   Profile Maintenance

7.1.1   Change Password and/or Security Question

To change your Password or security question at any time, select the **Change Password and/or Security Question** link in the upper right-hand corner of the screen. User names cannot be changed. (Figure 9)

Enter changes as necessary and select **Submit**. Once your changes have been accepted by the system, you will receive an email to confirm that your account has been updated.

Figure 9–Change Password and Security Question

User Tip: Choosing Cancel on any page will bring you back the previous page.

7.1.2   Change Contact Information

To change your email address, mailing address or phone/fax numbers, choose the **Change Contact Information** link under **Manage Profile** in the upper right corner of the screen.

Enter changes as necessary then select **Continue** (Figure 10). Once your changes have been accepted by the application, you will receive an email to confirm that your account has been updated.

Figure 10–Change Contact Information

8   Student Data

The TEA has provided student data files on your behalf which were uploaded into the ETS Title II web application.

In order to review your student data, choose "View Student List" from the home page. You will want to check the following for the 2011/2012 year:

- Included in your student list are students who:
    - were officially enrolled in your program between 9/1/2011 and 8/31/2012
    - have not been previously reported as completers
    - are seeking initial teacher certification as a classroom teacher (not administrators, school nurses, guidance counselors, etc.)
- You should also check that each student
    - has the correct program type designation: ARO (Alternate Route outside of an institution), Trad (Traditional Route), Alt (Alternate Route)
    - is matched to the highest score achieved between 9/1/2007 and 8/31/2012 required by the license listed
    - is listed with the correct license/certification area
    - is assigned the correct category: Other Enrolled, All But Clinical, Completed

8.1   Student Category Definitions

1) **Enrolled students who have completed all nonclinical courses (all but clinical):** Nonclinical coursework: Any course in the teacher preparation program curriculum that focuses on content, such as academic subject matter, and does not require students to participate in the activities of supervised clinical experience as described in the glossary definition may be counted as nonclinical coursework. The curriculum policies of each state and its institutions will identify coursework that is nonclinical or clinical. See supervised clinical experience in APPENDIX 11.2, Supervised Clinical Experience.

    Note: If your program requires additional coursework during or after student teaching, you will have no students listed in this category.

2) **Other Enrolled students (other enrolled)**: Students who have been admitted to a teacher preparation program, but who have not yet completed the program.

    *Note: The definition of an enrolled student does not include taking classes or doing an active clinical. However, if a student withdraws from the program during the academic year, do not include him/her in the count of enrolled students (see FAQ #35, **https://title2.ed.gov/TA/FAQ.pdf**).*

If your "other enrolled students" consist of teachers who are already licensed and returning to earn additional endorsements, they should not be included in Title II reporting. Title II reporting is intended only for those working toward their INITIAL certification. Initial certification is defined as the first teaching certificate or license issued to an individual. The specific certificates or licenses classified as initial certification in each state are defined by the state. States are to provide information on degree, coursework, assessment, supervised clinical experiences, and other requirements.

3) **Program completer (finisher)**: A person who has met all the requirements of a state-approved teacher preparation program. Program completers include all those who are documented as having met such requirements. Documentation may take the form of a degree, institutional certificate, program credential, transcript or other written proof of having met the program's requirements. In applying this definition, the fact that an individual has or has not been recommended to the state for initial certification or licensure may not be used as a criterion for determining who is a program completer.

8.1.1   Program Type

Each student must be assigned a Program Type, either Traditional or Alternate. An institution can enter both Traditional and Alternate student data if they are designated as "Both." An institution designated as Traditional only, can enter only Trad students, and the same for an Alternate Route only institution – they can enter only Alt students. An Alternate Route Organization can enter only Alternate program type student data.

8.1.2   Certification/License/Program

Each student must be associated with at least one Certification or Licensure. This is how ETS determines the correct test to use in the pass rate equation.

8.2   Notifying TEA of Issues

To identify student records that contain incorrect program type, or others for which you want to ask questions, you will perform an export of these student records only and send them to David Carmody at david.carmody@tea.state.tx.us. Please use appropriate security precautions when sending sensitive student information.

8.2.1   Export Student List

To perform an export, follow these steps:

1. From the home page, choose View Student List, under the STUDENTS heading
2. Check the box to the left of the Student Records you want to export
3. Filters can be placed on the records to be exported by using one or more of the filters at the top of the page, i.e. Student Category, Match Status, Program Type, etc., be sure to click the Search button to activate each filter change
4. Once the records for export have been chosen, click the "Export" button at the bottom of the page
5. You will have the choice to Open or Save the file to your computer

Please note that the file type created for export is a Comma Separated Values, or .csv, file. You may want to perform a "Save As" converting the file type to either an .xls or .xlsx file. Also important to note is that data in

columns containing numbers where lead zeros need to be maintained (i.e. SSN and TEA ID) are preceded by an apostrophe ('). To remove this apostrophe from an exported file, follow these steps:

1. Save the .csv file as an Excel file (either .xls or .xlsx)
2. Block and Cut the column containing the data (SSNs or TEA IDs).
3. Open Notepad (or TextPad)
4. Paste the cut column
5. While still in Notepad, click Edit, then Select All
6. Click Edit, then Replace. Search for apostrophe (') and Replace with nothing
7. Click Replace All
8. Click Edit, then Select All and cut the data
9. Block the same column on the spreadsheet where the data came from and change the formatting to Text
10. Right click in the first cell of the column (header row)
11. Click Paste Special to paste the data from Notepad and choose Text (not Unicode Text)

Insert a column to the left of column A and title it "Changes Requested." In this column you will make your notations about the issue you have with this student record. Please note that the export provides a row of data for each test which may cause multiple rows per student. If your issue is with a particular score, be sure to make your notation on the row for that particular score.

8.3   Match Category Definitions

8.3.1   Matched
Students matched to "Not Passed" score. This happens for one of two reasons:

1. The student has not yet passed the test
2. The student passed the test after 8/31/2012

Figure 11–Matched to Failing Score

8.3.2   Matched but Without Scores

There are a number of reasons for students to be assigned to the "Matched without scores" category. Please refer to the list below when reviewing students in this category to determine the reason.

- The student took a test not required by the license listed
- The wrong license is listed for the student
- The student took the test outside of the testing window (before 9/1/2006 or after 8/31/2011
- The student has registered with us but has not yet tested

8.3.3   Not Found

Students not found can occur for one of the following reasons:

- Student is "other enrolled" and has not yet tested
- Student took a test that is not for certification as a classroom teacher (i.e. school counselor, administrator, school nurse, etc.)

8.4   Follow-Up Reporting

The purpose of follow up reporting is to capture any testing activity that has occurred since the close of the reporting window for the year a student is listed as Completed. Follow up reporting is performed on students who have completed your program only; follow up reporting is not required for the other two categories of students.

Edits to the data for the two previous follow-up years is limited.

You cannot request changes to:
- student category
- program type
- first name
- middle initial
- last name
- certificate/licensure/program

9   View Licenses

Selecting the **View License** link directs the user to a list of licenses/endorsements used by your state for the cohort year selected as well as the tests required by each license. To see the tests required by a license, choose the license name to view the license detail. The license detail provides the test(s) required by the license as well as the license rule. The license rule provides additional information, such as:

- the option to take one test or another
- the option to take one group of tests or another group of tests
- requirement of several different tests

While reviewing student records in a previous year, be sure to view the license and test information that was in effect for that year.

9.1   Search Options

To search for a particular license, enter a portion of the license name in the **Name Contains** box and choose the **Search** button. For example, to see all Business Licenses used by your state, type the letters 'bus'. Only licenses containing those letters in the name will be returned in the display (Figure 12).

Figure 12–License List

Title II Licensure

Name Contains: [bus]   [Search]

5 records retrieved.

License Code	License Name ⇕	Status
1301	Business: Accounting	Accepted 09/21/2010
1302	Business: Finance/Economics/Law	Accepted 09/21/2010
1303	Business: Keyboarding & Data Entry	Accepted 09/21/2010
1305	Business: Office Administration & Systems Tech	Accepted 09/21/2010
1304	Business:Computer Applications and IT	Accepted 09/21/2010

User Tip: To clear the search box, delete the entry and choose SEARCH again.

10 Pass Rate Reports

ETS will deliver the unformatted report files directly to Westat on behalf of all institutions, and they will upload them into each of your files in their IPRC system. For this reason, unformatted versions of the reports will no longer be available for download from the ETS Title II web application and that functionality will be removed from the Download Reports page at a later release.

Pass rate reports will become available in February of 2013. The exact date will vary from year to year; please refer to the message on the home page of the ETS Title II web application for the exact date when you can expect the most recent reports to be available for download. The reports will remain available for download for a period of three years from the original posting date. Reports for years prior to 2009/2010 will not be available for download.

After choosing "Export Reports" under the VIEW REPORTS heading from the home page, you will be redirected to the "Title II Download Reports" page.

10.1 Downloading Reports

Click the radio button in front of "Formatted report…" then choose Continue. See Figure Figure 13 Download Reports Page

Figure 13 Download Reports Page

When redirected to the "Title II Report – Export Files" page, you will have the option of two export types:

1. Zip File with multiple reports
2. Individual Report Files

The individual report files – there can two formatted files available if you have entered both Traditional route students and Alternate route students – are all contained together in the one zip file. The zip file format is a data compression and archive format. A zip file contains one or more files that have been compressed to reduce file size and can be stored as-is. If you are using Windows XP, your operating system has built-in support for zip files. Just double-click on a zip file and it will open in Explorer, just like a folder. Double-click on a file inside the compressed folder to open that file in Excel. If you are running an operating system older than XP, which would be pre-2000, you will need to install a third party application like winzip in order to open a zip file.

Figure 14 - Export Formatted File(s)
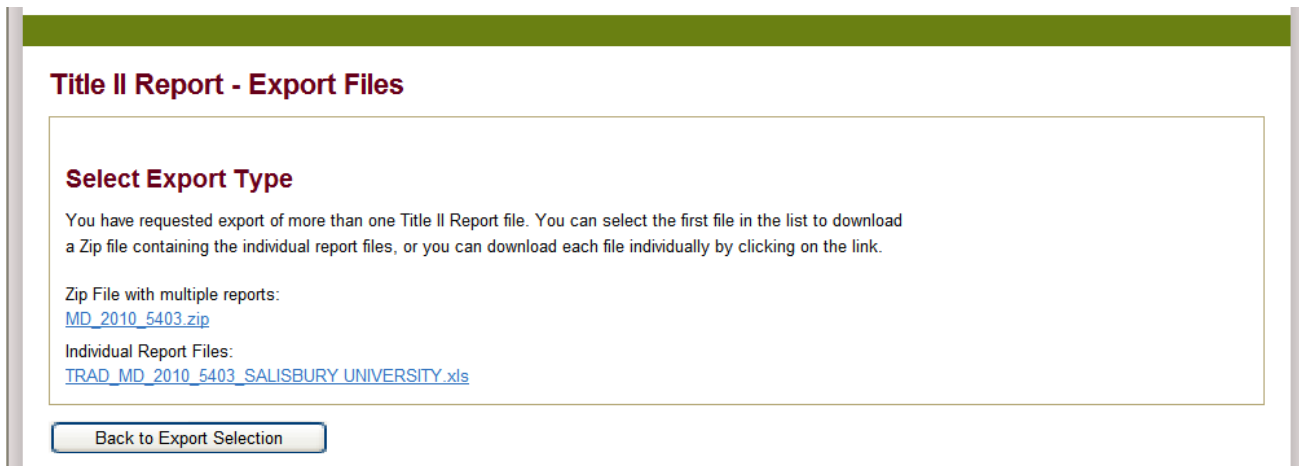
After choosing one of the hyperlinked files, a pop up box will appear asking if you want to open or save the file. Once you choose one of these options, the report is available for your review.

11 APPENDIX

11.1 Terms and Conditions

Access and use of the Services (defined below) and Materials (defined below) made available through the Site (defined below) by an Authorized User (defined below) indicates Your (defined below) acceptance of the terms and conditions set forth below. All access and use of the Services and Materials through the Site is contingent upon acceptance of the following terms and conditions. IF YOU DO NOT AGREE TO THE FOLLOWING TERMS AND CONDITIONS YOU MUST EXIT THE SITE NOW AND NOT USE THE SERVICES OR ANY MATERIALS THEREIN.

<div align="center">

TERMS AND CONDITIONS
Updated: March 28, 2011

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The terms and conditions set forth below (the "Agreement") together with those terms and conditions set forth on www.ETS.org, shall govern use of TLSC Services (the "Services") currently available through https://tlcs.ets.org (the "Site"), and all data, content, printouts and other materials available therein ("Materials") provided by Educational Testing Service, and its licensors (collectively "ETS"). In the case of conflict in provisions set forth in the terms and conditions of www.ETS.org and the terms and conditions set forth below, these terms and conditions shall control.

1.   Consent to Terms. The terms "You" and "Your" mean the government agency, institution of higher education or entity entering into this Agreement with ETS. If You do not agree with these Terms of Conditions, do not use the Services. ETS reserves the right, at its sole discretion, to change these terms at any time. Please check these terms periodically for changes. Use of the Services following the posting of changes to these terms and conditions shall constitute Your acceptance of the revised terms.

2.   Grant of Rights; Restrictions on Use.
2.1   **Grant.**   You and Your Authorized Users (defined below in Section 2.2) are granted a nonexclusive, nontransferable, limited right to access and use the Services and Materials made available to you through this Site, including, without limitation, data, reports and analyses generated there from, for statistical research purposes only. You are granted the rights as follows:
(a) The right to make copies of the Materials retrieved from the Services for Your internal use;
(b) The right to email, fax, download or make printouts using the commands of the Services and the right to create a single printout of Materials accessed or downloaded by any other means (collectively, "Authorized Printouts");
(c) The right to download using the commands of the Services and store in machine readable form, primarily for Your exclusive use, a single copy of insubstantial portions of those Materials included in any individually searchable file or content source in the Services; and
(d) Notwithstanding anything to the contrary herein, the right to (1) excerpt or quote insubstantial portions of Materials in documents prepared in the ordinary course of Your business ("Reports"); (2) store and/or distribute Authorized Printouts and Reports to persons who are not Authorized Users on an occasional, infrequent basis to the extent required for internal policy, legal or regulatory compliance.

2.2   **Authorized User.** Only Your employees, and/or temporary employees ("Eligible Persons") are eligible to access and use the Services and Materials. The term "Authorized User" means an Eligible Person whom You have identified to ETS for purposes of issuing Credentials and who You have authorized to access and use the Services and Materials on Your behalf.   For purposes hereof, "Credentials" mean (a) access or authentication information required or supplied by ETS to enable access to the Service by Authorized Users; (b) passwords or password parameters issued by ETS to an Authorized User; and (c) passwords and other access information issued by You or stemming from the foregoing, including without limitation, log-in, password and other information of Authorized Users, all as changed from time to time. You agree that Credentials may only be used by the Authorized User to whom they are assigned and that the Credentials may not be shared with or used by any other person, including other Authorized Users. You will manage Your roster of Authorized Users and will promptly deactivate an Authorized User's Credentials or notify ETS to deactiviate an Authorizad User's Cerdentials if the Authorized User is no longer an Eligible Person or You otherwise wish to terminate the Authorized User's access to the Services. You will cause such User (defined below) to cease any and all access and use of the Service and Materials. You are responsible for all use of the Services accessed with Credentials issued to Your

Authorized Users, whether such access is by Authorized Users or by any individual who is not an Authorized User ("User"). You will use reasonable commercial efforts to prevent unauthorized use of the Credentials assigned to Your Authorized Users and will promptly notify ETS, in writing, if You suspect that any Credentials are lost, stolen, compromised, or misused. ETS may suspend or terminate any Authorized User's rights to access and use the Services and Materials at any time without cause and/or prior notice.

2.3   **No Robots**. Use of the Services via mechanical, programmatic, robotic, scripted or any other automated means is strictly prohibited. Unless otherwise agreed to by ETS in writing, use of the Services is permitted only via manually conducted, discrete, individual search and retrieval activities.

2.4   **Modifications**. The Services, including, without limitation, any feature functionality therein, as well as Materials, may be enhanced, added to, withdrawn, or otherwise changed by ETS without notice.

2.5   **Unauthorized Users.** The Services and the Materials are protected by U.S. and international intellectual property laws and treaties, and other laws that prevent unauthorized access and use. No one other than an Authorized User may access or use the Services for any purpose whatsoever. If You permit other Users to nevertheless access and use the Services or Materials without authorization, such User's access and use will be governed by these Terms and Conditions and You will be liable to ETS for any breach of the Terms and Conditions as well as for unauthorized access.

3.   Representations. User represents that he/she is currently an Eligible Person and has been authorized by his/her employer to be an Authorized User of the Services.

4.   Credentials.   Authorized User has been assigned user credentials (i.e., set password and security questions/responses) for access and use of the Services on Your behalf. Neither the Authorized User nor You may share such credentials or use any other party's credentials.

5.   Restricted Access. The content, layout and other features and functionality of the Services may have restricted access rights and are subject to change without notice. One or more Authorized Users' access rights may be modified at any time as requested by You or ETS, including suspending or terminating such rights without notice.

6.   Data Protection.
6.1   The Service may include aggregated test taker or other all personally identifying information of an individual ("PII") in the Services. If You, any Authorized User, or other User hereunder accesses any such PII in or through use of the Services, You shall not, and shall not permit any Authorized User and/or other Users, to use such PII for any purpose whatsoever and shall promptly notify ETS of same. Authorized User shall treat all PII and other Material received through the Services about and individual as confidential information; and may access and use such data only in compliance with Your privacy policy, all applicable data protection, privacy, and security laws and regulations, including, but not limited to, FERPA. You will ensure that each Authorized User will immediately notify You if they know of any unauthorized access to any portion of the Site or the Services. You will use reasonable efforts to ensure that only Authorized Users will have access to such information through Your Service account, systems or files (electronic or non-electronic).

6.2   You agree to use commercially reasonable security to protect the Service from unauthorized access by anyone who is not an Authorized User, and to cause Authorized Users not to exceed their authorized access.

6.3   You or Your Authorized Users shall immediately notify ETS of any potential or actual unauthorized access, or access exceeding authorization to the ("**Security Incident**"), and take, immediate action to investigate, mitigate and contain the incident and implement reasonable and appropriate measures to prevent further incidents and any misuse of data accessed. You shall provide complete information and assistance to ETS. If applicable law requires ETS or You to give such notice, You shall reimburse ETS for all expenses incurred by ETS to comply and to provide any mitigation provided by ETS in its sole discretion (including but not limited to costs of identity theft monitoring services and costs of altering the Service). You shall indemnify and hold ETS harmless from and against all expenses, losses and damages incurred by ETS relating to the Security Incident. If applicable law requires You to give notice of the Security Incident to individuals, it shall not do so without first: (a) consulting with ETS and providing it with a copy of said notice in time for ETS reasonably to establish a procedure for responding to any individual communications with ETS; and (b) obtaining approval of any law enforcement authority with whom ETS may be consulting about the Security Incident.

7.   **Consents.** ETS may verify process, disclose, store, and transfer all personally identifying information submitted by an Authorized User in accordance with ETS's privacy and security policy located at www.ets.org as amended from time to time. You warrant that You have obtained all necessary consents before submitting any (if any) personal information to ETS.

8.   **NO WARRANTIES.** EXCEPT AS OTHERWISE SET FORTH IN A WRITTEN AGREEMENT SIGNED BY ETS AND YOU WHICH EXPRESSLY STATES THAT IT SUPERCEDES THIS AGREEMENT, THE SERVICES AND MATERIALS, INCLUDING ALL RELATED SYSTEMS (INCLUDING SOFTWARE AND HARDWARE), DATA, AND INFORMATION THEREOF, ARE PROVIDED "AS IS" AND WITH ALL FAULTS AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, EFFORT AND RESULTS IS WITH YOU AND AUTHORIZED USERS AND OTHER USERS. NEITHER ETS NOR ANYONE ELSE MAKES ANY OTHER COMMITMENT OR WARRANTY AND ETS DISCLAIMS ANY (IF ANY) IMPLIED AND/OR STATUTORY WARRANTIES, INDEMNITIES, CONDITIONS AND STATUTORY OR COMMON LAW OR OTHER DUTIES, INCLUDING BUT NOT LIMITED TO ANY: (A) OF MERCHANTABILITY, (B) OF FITNESS FOR PURPOSE OR USE, (C) OF RESULTS, ACCURACY, COMPLETENESS OF INFORMATION OR FUNCTIONALITY, (D) OF LACK OF NEGLIGENCE OR LACK OF REASONABLE OR PROFESSIONAL CARE OR EFFORT, AND (E) CREATED BY TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE. IF ANY DUTY CANNOT BE DISCLAIMED THAT DUTY WILL BE MEASURED BY WILLFUL MISCONDUCT OF ETS, ITS AGENTS OR SERVICE PROVIDERS. ALSO, THERE IS NO WARRANTY AGAINST INFRINGEMENT OR OF TITLE OR OF INTERFERENCE WITH USE OR ENJOYMENT OF THE ETS SERVICES.

9.   **EXCLUSION OF CERTAIN DAMAGES.** EXCEPT AS OTHERWISE SET FORTH IN A WRITTEN AGREEMENT SIGNED BY ETS AND YOU THAT EXPRESSLY STATES THAT IT SUPERCEDES THIS AGREEMENT, ETS WILL NOT BE LIABLE TO YOU OR ANY OTHER USER OR PERSON FOR ANY DAMAGES ARISING OUT OF YOUR ACCESS, INABILITY TO ACCESS OR USE OF THE SERVICES, THE MATERIALS, AND THE SITE, WHETHER DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL DAMAGES, OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION FOR DAMAGES FOR LOST PROFITS, LOSS OF PRIVACY, SECURITY OR DATA, FAILURE TO MEET ANY DUTY (INCLUDING BUT NOT LIMITED TO ANY DUTY OF LACK OF NEGLIGENCE OR OF WORKMANLIKE OR PROFESSIONAL EFFORT), OR FOR ANY OTHER INDIRECT DAMAGES WHATSOEVER, THAT ARISE OUT OF OR ARE RELATED TO THE SERVICES EVEN IF ETS (OR AN AFFILIATE, SERVICE PROVIDER OR AGENT) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IN THE EVENT OF FAULT, TORT (INCLUDING NEGLIGENCE) OR STRICT OR PRODUCT LIABILITY OR MISREPRESENTATION.

10.   **Governing Law and Jurisdiction.** These Terms and Conditions shall be governed by the laws of the State of New Jersey, without regard to its conflict of laws principles. You agree and hereby submit to the exclusive personal jurisdiction and venue of the state and federal courts in New Jersey for the resolution of any disputes arising from these Terms and Conditions.

11.   **Notice.** ETS may, but is not obligated to, send notice to You and/or Your Authorized Users who must relay communications internally, as necessary. You will check the Service periodically for notices posted by ETS and disseminate them as appropriate to Authorized Users. ETS may elect to provide notices and other information related to Service activities to You in electronic form: (a) via e-mail; (b) on the Service; or (c) by non-electronic methods, at Your address in ETS records. You may deliver notices related to Service activities to ETS by sending it to "ETS, Rosedale Road, Mailstop 51L, Princeton, NJ 08541.

12.   **Amendments.** ETS reserves the right to change or modify this Agreement, which will take effect thirty (30) days after the posting of notice of such changes to You. If any Authorized User accesses the Service after the effective date of the revised version, or if the You or any Authorized User fails to terminate Credentials by the Effective Date, then You shall be deemed to have accepted the revised Agreement on behalf of itself and each Authorized User as of said effective date.

13.   **Miscellaneous.** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, its remaining provisions shall remain in full force and effect, provided that the allocation of risks described herein is given effect to the fullest extent possible. ETS's failure to act with respect to a breach by You or any Authorized User or other User does not waive its right to act with respect to subsequent or similar breaches. This Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal

communications, representations, proposals or quotations on that subject matter. Nothing in this Agreement waives any of ETS's legal rights.

By clicking "I Agree," You are singing this Agreement; and represent and warrant to ETS that You are authorized to legally bind the Organization below to this Agreement. This Agreement will not become effective until it has been accepted by ETS, which acceptance (if any) will be evidenced by ETS issuance of Credentials to each Authorized User; the effective date of the Agreement will be the date upon which such Credentials are issued.

ORGANIZATION:_____

Name & Title of signing person: _____

Institution/Agency Mailing Address:

Institution/Agency Street Address:

Institution/Agency Email Address:

Signing person's Telephone: _____   Fax: _____

11.2 Supervised Clinical Experience

A series of supervised field experiences (including student teaching) with PK-12 students that occur as a sequenced, integral part of the preparation program prior to the candidate becoming the teacher of record. Please note that Title II, Section 202(d)(2) describes features of clinical experience as follows. Courses in the curriculum that include the activities described in 202(d)(2) may be considered clinical coursework. The curriculum policies of each state and its institutions will identify coursework that is clinical and nonclinical.

''(2) CLINICAL EXPERIENCE AND INTERACTION.—Developing and improving a sustained and high-quality preservice clinical education program to further develop the teaching skills of all prospective teachers and, as applicable, early childhood educators, involved in the program. Such program shall do the following:

''(A) Incorporate year-long opportunities for enrichment, including—

''(i) clinical learning in classrooms in high-need schools served by the high-need local educational

agency in the eligible partnership, and identified by the eligible partnership; and

''(ii) closely supervised interaction between prospective teachers and faculty, experienced teachers, principals, other administrators, and school leaders at early childhood education programs (as applicable), elementary schools, or secondary schools, and providing support for such interaction.

''(B) Integrate pedagogy and classroom practice and promote effective teaching skills in academic

content areas.

''(C) Provide high-quality teacher mentoring.

''(D) Be offered over the course of a program of teacher preparation.

''(E) Be tightly aligned with course work (and may be developed as a fifth year of a teacher preparation program).

''(F) Where feasible, allow prospective teachers to learn to teach in the same local educational agency in which the teachers will work, learning the instructional initiatives and curriculum of that local educational agency.

''(G) As applicable, provide training and experience to enhance the teaching skills of prospective teachers to better prepare such teachers to meet the unique needs of teaching in rural or urban communities.

''(H) Provide support and training for individuals participating in an activity for prospective or new teachers described in this paragraph or paragraph (1) or (3), and for individuals who serve as mentors for such teachers, based on each individual's experience. Such support may include—

''(i) with respect to a prospective teacher or a mentor, release time for such individual's participation;

''(ii) with respect to a faculty member, receiving course workload credit and compensation for time teaching in the eligible partnership's activities; and

''(iii) with respect to a mentor, a stipend, which may include bonus, differential, incentive, or performance pay, based on the mentor's extra skills and responsibilities.